



2025:AHC:170632-DB

HIGH COURT OF JUDICATURE AT ALLAHABAD

WRIT - C No. - 32984 of 2025

Geeta Devi And 3 Others

.....Petitioner(s)

Versus

State Of U.P. And 5 Others

.....Respondent(s)

Counsel for Petitioner(s)	:	Ganesh Datta Sharma, Pankaj Sharma, Prashant Sharma, Surendra Kumar Chaubey
Counsel for Respondent(s)	:	C.S.C.

Court No. - 29

HON'BLE MAHESH CHANDRA TRIPATHI, J.
HON'BLE ANISH KUMAR GUPTA, J.

1. Heard learned counsel for the petitioners, Shri Ambrish Shukla, learned Additional Chief Standing Counsel for the State respondents.
2. By means of present writ petition, the petitioner is seeking a direction to the respondents authority to enquire the matter pertaining to use of land and provide the compensation as per use of land being Plot No. 8 situated in village Gangdaspur, Tehsil and District Sambhal permissible under the law within stipulated period.
3. At the outset, Shri Ambrish Shukla, learned Additional Chief Standing Counsel has raised the preliminary objection regarding the maintainability of the instant writ petition. He submits that the the acquisition proceedings have been drawn on contractual obligations and the same is squarely covered by the judgment and order dated 03.07.2025 passed by the Co-ordinate Bench of this Court in **Ramveer Singh vs. State of U.P. and 4 Others** (Writ-C No. 15071 of 2025) wherein the Court while dismissing the writ petition has observed that no interference is required in acquisition of contractual nature. For ready reference the relevant portion of the order dated 03.07.2025 passed in Ramveer Singh (supra) is reproduced herein below:

"3. It transpires from the record that the land was purchased by the respondents pursuant to the relevant sale deed on the agreed amount of

consideration, which is substantiated from the sale deed brought on record. Once the land is sold on the agreed amount, the compensation, treating it to be a case of acquisition of land, cannot be claimed. There is marked difference between acquisition of land after due process as contemplated under the Land Acquisition Act 1894 (now under the 'Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013') and award of agreement between the parties and when there is an agreement between the parties for compensation/consideration, the same shall not be open to the tenure holder to contend that a lesser consideration was paid to him unless execution of sale deed is assailed on the ground of fraud for which the appropriate remedy is to file cancellation of sale deed in Civil Court.

4. In the present matter, admittedly the sale deed was executed in the month of February 2015. Even otherwise the petitioner has sold his land with open eyes at the sale consideration mentioned therein, which has been paid to him, therefore, at this belated stage, he made a complaint of lesser payment and demand higher sale consideration. The execution and registration of sale deeds give rise to conclude contracts and its terms and conditions cannot be altered subsequently, except challenge to that instrument before the competent court.

5. Shri Devesh Vikram, learned Additional Chief Standing Counsel for the State respondents has placed reliance on the order dated 23.11.2020 passed in Writ-C No. 19126/2020 (Jugal Kishor vs. State of U.P. and others), wherein, the Co-ordinate Bench of this Court has considered the matter and held that as and when there is an agreement between the parties for compensation/consideration, it cannot be enhanced in the light of dictum of Hon'ble Apex Court in the case of Ranveer Singh vs. State of U.P. reported in AIR 2016 SC 3753. Relevant paragraphs 10 and 11 of the Ranveer Singh (supra) is extracted as under:-

"10. The main thrust of arguments advanced on the behalf of the Appellant, particularly to get rid of the difficulty in his way on account of the aforesaid two judgments is that the land owner agreed not to claim any amount beyond the agreed amount as compensation and therefore the Appellant

is free to claim any further amount as interest Under Section 34 of the Act because such interest is not and cannot be included as a component of compensation which is determined by the Collector Under Section 11 of the Act while making the award. Further submission on behalf of the Appellant is that various matters which require consideration in determining compensation by court Under Section 23 of the Act do not include interest contemplated by the Section 34 of the Act which is payable when the compensation is not paid or deposited on or before taking the possession to the land.

11. On its face the aforesaid contentions appears to be attractive but on a closer analysis of Section 11 as well as Section 23 it is found to have no merits. Section 23 is for guidance of the court which gets jurisdiction to determine compensation afresh only if there is a protest against the award and the payment is received with protest. This Section does not control the determination of just compensation by the Collector Under Section 11 which requires the Collector to enquire into objections (if any) on different issues such as measurement and interests of the person claiming compensation and then further requires the collector to make an award which is required to reflect, inter alia, "the compensation which in his opinion should be allowed for the land." But it is more appropriate and relevant to notice Sub-Section 2 of Section 11 which is as follows:

Notwithstanding anything contained in Sub-section (1), if at any stage of the proceedings, the Collector is satisfied that all the persons interested in the land who appeared before him have agreed in writing on the matters to be included in the award of the Collector in the form prescribed by Rules made by the appropriate Government, he may, without making further enquiry, make an award according to the terms of such agreement.

This Sub-section begins with a non-obstante Clause which makes it free of the requirements of Sub-section (1) if all the persons interested in the land agree in writing as to what matters should be included in the award of the Collector. Thereupon the Collector is competent to make an award as per agreement without making further enquiry. In view of such clear provision that permits agreement to determine all the matters to be included in the award, all the inclusions and omissions in the consent award must be treated as based upon agreement of the parties and the final amount determined by way of agreement must be taken as a completely just compensation inclusive of the statutory interest payable to the claimant for the concerned land at least on the date of agreement. Since the agreed compensation amount is accepted without protest with a clear stipulation not to claim any additional amount, it has to be deemed that the compensation reflected in the consent award has taken into account all relevant factors including interest till the date of agreement. Moreover the right to seek reference for enhancement itself gets lost by accepting the compensation without protest especially when there is an agreement that the land owner shall not claim any amount in addition to the amount agreed upon as compensation and shall accept the compensation without any protest. In such circumstances agreed amount has to be treated as a just compensation permitting no addition or substitution whatsoever. In other words, not only the remedy under the Act of seeking enhancement is lost but the substantive cause of action also vanishes when the land owner agrees for a consent award and the amount of compensation is accepted without any protest."

6. The similar view has been taken by the Division Bench of this Court in, Writ-C No. 23665/2018 (Hari Krishna Singh and another vs. State of U.P. and others) dated 19.07.2018; Writ C no.27867/2018 (Rameshwar Dayal and others vs. State of U.P. and others) dated 21.08.2018 and Writ C no.27066/2019 (Arjun Singh and others vs. State of U.P. and others)

dated 20.08.2019.

7. In the light of discussion made above and the judgements cited at bar, we do not find it a fit case for interference in writ jurisdiction under Article 226 of the Constitution of India. The writ petition for payment of any higher sale consideration, other than mentioned in sale deed, is not tenable in law.

8. Consequently, the writ petition is dismissed."

4. Considering the facts and circumstances of the case, we are of the considered opinion that once the Co-ordinate Bench of this Court has declined to give any relief to the petitioners in ***Ramveer Singh (supra)*** and against the same a preliminary objection is raised by the State-respondents, no new controversy is involved in the present matter, which warrant intervention of this Court. Consequently, the present writ petition sans merit and deserves to be **dismissed**.

(Anish Kumar Gupta,J.) (Mahesh Chandra Tripathi,J.)

September 19, 2025

Ashish Pd.